

# DRAFT LEASE



## FOR USE AT RIVER VILLAGE POINTE

### Lease Part 1: The Residential Lease Agreement Terms and Conditions

The Lease Part 1 specifies the terms and conditions applicable to all residents. Each lessee receives a copy.

### Lease Part 2: Individual Resident Information

The Lease Part 2 is executed by the resident and the CHA. It includes the following information specific to each family's circumstances:

- Identification of all members of the resident's family and household by dates of birth, their relationship to the head, and social security numbers;
- Unit address, occupancy date, development name, and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any), and the amount of any other charges due under the Lease;
- Utilities and appliances provided by the CHA with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and,
- A list of all pamphlets or informational materials provided to the resident at the time of admission and re-examination.

### Lease Part 3: Definitions

The Lease Part 3 contains definitions of words used through out Parts 1 and 2.

#### Lease Rider #1 – Continued Occupancy Criteria

This part contains the tenant selection criteria, in addition to the terms and provisions of this Lease Agreement, that residents need continue meeting in order to remain residents of River Village Pointe.

#### Lease Rider #2 -Tenant Selection Plan

This part contains the property specific selection criteria residents need to meet in order to become residents of River Village Pointe. Failure of any resident or household member to meet these criteria within the time frame and circumstances set forth in the tenant selection plan may result in termination or non-renewal of this Lease by the CHA or the ownership entity or association of River Village Pointe.

#### Lease Rider #3 – River Village Pointe Ownership Entity or Association Rules and Regulations

This part contains the specific building rules and regulations set forth and imposed by the ownership association or entity of River Village Pointe. Violation of these rules and regulations can result in the termination or non-renewal of this Lease by the CHA or the ownership entity or association.

#### Lease Rider #4 – River Village Pointe Ownership Entity or Association Declaration

This Lease is subject to the provisions of the ownership entity or association for River Village Pointe.

#### Lease Rider #5 – River Village Pointe Ownership Entity or Association By-Laws

This Lease is subject to the provisions of the ownership entity or association for River Village Pointe By-Laws.

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## LEASE PART 1: Terms and Conditions

THIS RESIDENTIAL LEASE AGREEMENT (Lease) is between the Chicago Housing Authority and/or its property manager(s) assigned to manage the CHA-owned units at the property known as River Village Pointe (CHA) and the resident named in Part 2 (Resident).

The CHA, relying upon data provided by the resident about income, family composition, and housing needs, leases to the resident the dwelling unit described in Part 2 of the Lease, executed by the resident and the CHA, subject to the terms and conditions contained in this Lease.

### **Section 1. Lease Term and Amount of Rent**

- (a) The initial term of this Lease is 12 months, unless otherwise modified or terminated in accordance with Section 16.
- (b) The rent amount is stated in the Lease Part 2. Rent shall remain in effect unless adjusted by the CHA in accordance with Lease Part I Section 5. The amount of the rent shall be determined by the CHA in compliance with the HUD regulations.
- (c) Rent is due and payable on the first day of each month. Rent is considered late if not paid by the 5th day of the month. If the 5th day of the month falls on a weekend or holiday, rent is due by 5 p.m. on the following business day.
- (d) The CHA will collect a fee of \$ 30.00 on the second time and any additional time a check is not honored for rent payment (bounces).
- (e) Resident will have a choice between flat rent and income-based rent. Utility allowances are not applicable to flat rent.
- (f) Notice of Rent Adjustment: When the CHA makes any change in the amount of rent, the CHA shall provide written notice to the resident no less than 30 days prior to the effective date of the increase. In the event of rent decreases, the CHA may provide less than 30 days notice if necessary, in order to comply with the requirements set forth in Lease Part 1 Section 5(c) 1 and 2.

### **Section 2. Charges in Addition to Rent**

- (a) In addition to rent, the resident is responsible for the payment of other charges in addition to those specified in Lease Part 2. The Notice of Charges in Addition to Rent shall advise the resident that he/she has the right to an explanation of the charge and disputes concerning charges may be resolved through the CHA Resident's Grievance Procedure.
- (b) Reasonable Accommodations: Persons with disabilities who require reasonable accommodations, in the form of equipment or devices necessary for the treatment of the disability or to facilitate access to the dwelling unit, common areas, community facilities, or grounds, will not be charged for the reasonable accommodation.
- (c) Charges in addition to rent are due on the first day of the month after the CHA has provided the resident a minimum of 14 days notice. The additional charges will be added to and become part of the resident's monthly rental account if not paid in accordance with the notice received. The resident may be granted the opportunity to enter into a reasonable payment

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agreement based upon the resident's adjusted income and payment history. Other charges can include but are not limited to:

1. Payment of utility charges.
  - a) Resident-Paid Utilities: When the resident pays some or all utilities directly to the utility company, the resident receives a monthly utility allowance, which is deducted from the resident's Total Tenant Payment to compute the Tenant Rent the resident pays. The utility allowance is specified in Lease Part 2. If the resident's actual utility bill is less than the utility allowance, the resident will receive the savings in the form of a credit on the utility provider's billing statement. If the resident's utility bill is greater than the utility allowance, the resident must pay the excess amount directly to the utility provider.
2. Maintenance costs. The resident will be charged for services or repairs due to intentional, negligent, or reckless damage to the dwelling unit, common areas, or grounds beyond normal wear and tear caused by the resident, resident family members, resident's pet(s) and animal(s), or guests. The resident will be charged for the cost of such service or repair, either in accordance with the Schedule of Maintenance Charges posted by the CHA or, when work is not listed on the Schedule of Maintenance Charges, the actual cost to the CHA for the labor and materials needed to complete the work.
3. Installation charges. The CHA shall charge for the installation of resident supplied air conditioners and other appliances or equipment that require special wiring or structural changes in the dwelling unit or premises.

## Section 3. Payment Location

Rent and other charges can be paid at locations specified in Lease Part 2. The CHA will not accept cash for rent payments or payments for charges in addition to rent. Notice of payment location changes will be provided 30 days prior to the action.

## Section 4. Security Deposit

- (a) Unless included in any intergovernmental agreement, the resident agrees to pay a security deposit at the time of leasing. The amount of the security deposit shall be the greater of \$50.00 or Total Tenant Payment, but in no case shall exceed \$150.00. The exact dollar amount of the security deposit is noted in Lease Part 2. Existing residents who have not paid a security deposit must pay a deposit of \$50.00 within one year of signing the Lease. Security deposits shall not be increased even if rent increases.
- (b) The CHA shall deposit the security deposit in an interest bearing account and credit the resident's account on an annual basis in accordance with state and local law.
- (c) The security deposit with interest shall be returned to the resident after a move out inspection subject to the deductions stated in subsection (d) of this section and in accordance with state and local law.
- (d) If deductions are made, the CHA shall deliver or mail to the last known address of the resident, within 30 calendar days of the resident vacating the unit, a statement of the damages allegedly caused to the premises and cost of repair.  
The CHA will use the security deposit at the termination of this Lease:
  1. To pay the cost of any rent that has not been validly withheld or deducted pursuant to state or federal law or local ordinance and
  2. To reimburse the cost of repairing any damages caused by the resident, resident family

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members, resident's pet(s), or guests, excluding reasonable wear and tear.

## Section 5. Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility

The rent amount as fixed in Lease Part 2 Contract is due each month until changed by either an annual or an interim re-examination as described below.

### (a) Annual Re-examinations

The components of the mandatory annual re-examination are as follows:

1. The resident must supply the CHA with accurate written information about family composition, citizenship and/or eligible immigration status, age of resident family members, income and source of income of all resident family members, assets and related information necessary to determine eligibility, annual income, adjusted income, rent, and appropriateness of dwelling size. Failure to supply such information and/or misrepresentation of information is a serious violation of the terms of the Lease and may result in termination of the Lease.
2. As part of the annual re-examination, the CHA will conduct criminal background checks on the resident and all resident family members age 18 and over. Information received on the criminal background check will cover three years prior to the date of the background check.
3. The resident agrees to comply with reasonable CHA requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by the CHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for the resident's needs.
4. During the annual re-examination, residents will be given the choice between:
  - a) A rent based on their income or
  - b) A flat rent based on the value of the dwelling unit.The CHA shall notify the resident of the dollar amount of these two rents.
5. To comply with the annual re-examination requirements, the CHA shall give the resident reasonable notice of what action(s) the resident must take and the date by which any such action must be taken for compliance under this section.
6. In accordance with federal and state law, the CHA will process any applicable earned income disallowance to a qualifying family that has experienced an increase in their earned income.
7. The CHA will not reduce any portion of rent if the welfare or public assistance benefits (assistance program) of a covered family are reduced because of:
  - a) Failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement;
  - b) Welfare fraud; or
  - c) Election to not engage in economic self-sufficiency or work activity requirements.
8. In any of the cases under paragraph 7, the resident's monthly contribution toward rent may not be decreased during the period of reduction, to the extent that the decrease in income is a result of the benefits reduction.
9. If the resident challenges or appeals the assistance program benefit reduction, the requirements of paragraphs 7 and 8 shall not take effect until the results of the challenge are known.

### (b) Interim Re-examinations

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The components of interim re-examinations are as follows:

1. Between annual re-examinations, all changes in family composition must be reported and certain changes require advance approval by the CHA.
  - a) Residents must report the following changes of family composition to the property manager within ten calendar days of the occurrence:
    - Birth and adoption of children and
    - Court-awarded custody of children (see below for foster care).
  - b) Other additions to the household require written approval by the CHA before the changes of household composition are made. The CHA will not unreasonably withhold approval.
  - c) Resident must request advance approval in writing for the addition of any of the following:
    - An individual(s), age 18 or over, including a spouse or co-head;
    - Foster children and foster adults;
    - Children brought into the household under kinship care as defined by the ACOP; and
    - A live-in aide.
  - d) The CHA will respond to requests for additions to the family. The additions may not move in before written approval is granted by the CHA.
  - e) Income from the added family member, with the exception of income and payments received for foster children, foster adults, and live-in aides, will be included in the family's rent calculation.
  - f) Residents who do not notify the CHA of additions or who permit persons to join the household without prior authorization are in violation of their lease and are subject to lease termination.
2. The CHA will process an interim rent increase when the income of a resident or household increases.
3. In accordance with federal and state law, the CHA will process any applicable earned income disallowance to a qualifying family that has experienced an increase in their earned income. Residents must timely notify the CHA of a potential disallowance in accordance with Section 5(c) (1), in order to ensure full benefit of income disallowance.
4. The CHA will process an interim reduction in rent if the resident or household has a decrease in income, a change in household composition, or a change in family circumstances that results in an increase in deductions.
5. Between annual re-examinations, the resident upon showing financial hardship may request to be switched from a flat rent to an income-based rent.
6. The minimum rent for CHA is \$50 per month. The CHA will advise any resident who pays the minimum rent of the right to request a hardship exemption. The CHA will grant a hardship exemption to a qualifying resident who is paying the minimum rent. Residents who are granted hardship exemptions from the minimum rent are subject to the requirement that the resident perform eight hours of additional neighborhood service for a total of 38 hours per month.
7. If a resident is granted a reduction in rent between annual re-examinations, the resident is then subject to an interim increase in rent if the household's income increases.
8. The CHA will process an interim increase in rent if the CHA discovers that the resident has been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information is also grounds for lease termination in accordance with Section 16 of this Lease Part 1.
9. The CHA will process an interim increase in rent if the CHA verifies that a resident

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claiming zero income has either monetary or non-monetary income.

- (c) Effective date of rent adjustments:
1. Timely Reporting (Within ten calendar days of the occurrence)
    - Decreases - 1<sup>st</sup> day of the month after the decrease in income is first reported to the property manager.
    - Increases - 1<sup>st</sup> day of the second month following the increase in income.
  2. Late Reporting (After ten calendar days of the occurrence)
    - Decreases - The resident is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the property manager. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
    - Increases - The resident will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported.
- (d) Retroactive rent charges will be applied only where it is found that the resident has misrepresented the facts on which the rent is based so that the rent the resident is paying is less than the rent the resident should have been charged; or is late in reporting in accordance with Section 5(c) of this Lease Part 1. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.
- (e) Notice of Rent Adjustments and Grievance Rights: Under Section 1(f) of this Lease Part 1 the resident will be notified in writing of any rent adjustment due to annual or interim re-examinations. The notices will state the effective date of the rent adjustment. The resident may ask for an explanation stating the specific grounds of the determination of the CHA concerning rent, dwelling size, or eligibility. If the resident does not agree with the determination, the resident shall have the right to request a hearing under the CHA Resident's Grievance Procedure.

## Section 6. General Conditions for Use and Occupancy of the Dwelling Unit

- (a) The dwelling unit shall be the sole domicile of the resident household.
- (b) The resident shall have the right to exclusive use and occupancy of the dwelling unit for the resident and other resident family members named in Lease Part 2.
- (c) The resident shall not assign the Lease, nor sublease the dwelling unit.
- (d) The dwelling unit must be used only as a private residence solely for the resident and the resident family members named on the Lease. The CHA must provide prior written approval for the resident to use their dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.
- (e) In family and senior designated housing properties, the resident shall have the right to accommodate individual guests or visitors for a period not exceeding 30 consecutive days in any 12-month period. If the resident wishes a guest to remain longer than 30 consecutive days in any 12-month period, the resident must submit a written request to the property manager asking for permission to extend the time period. The CHA will not unreasonably deny an

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extension.

## Section 7. Housing Transfers

The resident can be relocated to another unit in the same or different development under the transfer policy of the CHA and dependent on satisfaction of applicable site-specific screening criteria for a given property.

1. **Emergency Transfers:** A mandatory transfer upon determination by the property manager, the CHA, or in a legal proceeding that unit or building conditions pose an immediate threat to resident life, health, or safety.
  - a. Prior notice is not required for an emergency transfer.
  - b. Emergency conditions that occur due to resident abuse or neglect will be grounds for emergency transfers; however, the responsible resident will be charged for the damages caused to the unit.<sup>1</sup>
  - c. Refusal to accept an emergency transfer is grounds for lease termination and eviction. **24 CFR § 966.4(h)**
2. **Administrative Transfers:** Non-emergency transfers are ranked by priority.

**Priority 1:** There are three transfer types, two mandatory and one voluntary, that are equal in priority as an Administrative Transfer Priority 1.

- a. A mandatory transfer requested by a resident and approved by the CHA to resolve problems of a life-threatening nature that are not related to unit or building conditions. Such conditions include protection of the leaseholder and household members from attack by a criminal element in a particular property or neighborhood<sup>2</sup>, removing residents from dangers of domestic violence or hate crimes, and other documented situations that put a resident's life in danger.
- b. A voluntary transfer to move residents with disabilities to accessible units or units with features that accommodate their disabilities. **24 CFR § 8.27(1)**
- c. A mandatory transfer to move residents not requiring the accessibility features of their current unit so that the unit may be occupied by an applicant or a resident with a disability requiring the accessibility features of the unit.

**Priority 2:** Transfers in this category fall within four sub-priorities. Generally, transfers will be made in accordance with these sub-priorities listed below. However, the CHA retains the right to transfer residents in a different order to ensure that both the needs of the CHA and the residents are met.

- a. **Sub-priority A:** Transfers to permit unit modernization other than that covered by the RRC or the Post 10/1/99 RRC<sup>3</sup>.
- b. **Sub-priority B:** Transfers under the RRC or Post 10/1/99 RRC. These transfers include:
  - i. Transfers out of housing to be demolished, rehabilitated, or revitalized;
  - ii. Transfers back into housing that has been rehabilitated or revitalized; or
  - iii. CHA-initiated split family transfers for relocating families.
- c. **Sub-priority C:** Transfers to alleviate threats from criminal elements and domestic violence

<sup>1</sup> A resident may challenge any charges for damages by using the CHA Resident's Grievance Procedure.

<sup>2</sup> Must be based on threat assessment by a law enforcement agency or verified by Victim Assistance.

<sup>3</sup> For example, the rehabilitation of units in the senior designated housing properties or rehabilitation that takes place after the completion of the Plan for Transformation.

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that are not life-threatening.

- d. *Sub priority D*: Transfers initiated by the CHA for families who are over housed (living in a bedroom size too large) in accordance with the Occupancy Guidelines (Section II.K) AND transfers initiated by the CHA for families who are overcrowded (living in a bedroom size too small) in accordance with the Occupancy Guidelines. **24 CFR § 966.4(c)**
  - i. When a head of a household, originally housed in a bedroom by him/herself, gives birth or adopts a child, the family will not be considered overcrowded for this transfer type until the child is age two.

Priority 3: Gautreaux Transfers: A voluntary transfer requested by a resident who wishes to move to a General or Revitalizing Area.

3. Senior Designated Housing Transfers: There are three transfers in this category. The voluntary transfers must be approved by the CHA Occupancy Department.
  - a. Voluntary transfers available to lease-compliant residents of senior buildings impacted by the Senior Designated Housing Plan who wish to transfer from the senior designated housing property to a family property and who were in residency on the date of designation.
  - b. Voluntary transfers available to elderly lease-compliant residents of family properties who wish to transfer to a senior designated housing property and who were in residency on the date of designation.
  - c. Mandatory transfers for non-elderly residents that remain in senior designated properties (after the death of the elderly family's head of household, co-head of household, or spouse) when the non-elderly remaining family member adds a non-elderly person to the household.
4. Incentive Transfers: A voluntary transfer from a traditional public housing development to a mixed-income property available to residents who are lease compliant, working 30 hours a week or in full compliance with the Economic Independence Policy, and meet the site-specific screening criteria of the mixed-income property. Incentive transfers will not be available until the CHA has completed fulfilling resident rights pursuant to the RRC and Post 10/1/99 RRC.
5. Resident-Initiated Transfers: A voluntary transfer requested by lease-compliant heads of household who have been in their current units for at least one year.

When possible, the CHA will allow a resident in good standing to choose the family housing region or senior designated housing property to which to transfer; however, resident-initiated transfers will not take priority over families with right of return or preference for return under the RRC or Post 10/1/99 RRC.

Prior to a transfer to another unit or development, residents shall receive a minimum of 30 calendar day notice in writing, or longer as provided in the ACOP. Exceptions may be made in the case of emergencies.

Under the Emergency and Administrative Transfer category, residents are required to transfer to another unit. Failure by the resident to comply with the mandatory request of the CHA for a transfer is grounds for lease termination.

## Section 8. Resident's Obligations

Residents are obligated:

- (a) To comply with all obligations imposed upon the resident by applicable provisions of the



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building and housing codes materially affecting health and safety and to allow the CHA to make necessary inspections of the resident's dwelling unit.

- (b) To comply with all building and property rules as created by an ownership entity or association (i.e. condominium association, homeowner's association) for the River Village Pointe property.
- (c) To maintain utility connections in the head of household or co-head's name and make utility payments in a timely manner throughout tenancy.
- (d) To refrain from and to cause resident family members and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or property.
- (e) To keep the dwelling unit and other such areas as may be assigned to the resident for the resident's exclusive use in a clean and safe condition.
- (f) To buy and install working batteries in smoke and carbon monoxide detectors within the unit.
- (g) To act and cause resident family members and/or guests to act in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the building and/or development in a decent, safe, and sanitary condition, including refraining from alcohol abuse, that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of an ownership association/entity, property management employees hired by an ownership association/entity, CHA employees, CHA contractors, agents of the CHA, or persons residing in the immediate vicinity of the premises.
- (h) To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appurtenances including elevators. This included, but is not limited to, not splicing, stealing, running extension cords, or other wiring throughout the property to produce utility connections.
- (i) To keep dogs, cats, or other common household animals on the premises, only in accordance with the applicable property or buildings rules and the CHA Pet Policy and Pet Ownership Procedure. The Pet Policy requires prior written consent and approval of a pet application, which will become part of this Lease. No consent shall be given to breeds of canine used for attack or defense purposes including, but not limited to Rottweilers; Pit Bull Terriers; Doberman Pinschers; overly aggressive cats, with a known or suspected propensity, tendency, or disposition to unprovoked attacks; or exotic animals such as snakes, iguanas, wolves, big cats, etc. that are not common household pets. The CHA reserves that right to refuse to permit a person with disabilities to have an assistive or companion animal if there is reliable objective evidence that the animal is a direct threat to the health and safety of others. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to pet ownership by any resident. Violations of the appropriate building or property rules and/or CHA Pet Policy or Pet Ownership Procedure may result in lease termination.
- (j) To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.

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- (k) To remove from the property any vehicles owned or in the control of the resident, that are without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way, fire lane, River Village Pointe property or other CHA property not designated for parking purposes. Any inoperable or unlicensed vehicle as described above will be removed from property at the resident's expense. Automobile repairs are not permitted on the property.
- (l) To make no changes to locks or install new locks or anti-theft devices without the written approval of the CHA. If the CHA approves the resident's request to install such locks, the resident agrees to provide a key for each lock. When this Lease ends, the resident agrees to return all keys to the dwelling unit to the property manager. The CHA will charge the resident \$35.00 for each key not returned.
- (m) To abide by the necessary and reasonable policies and procedures established by the CHA and the ownership association/entity, for the benefit and well being of the development and the residents, which shall be posted in the management office and incorporated by reference in the Lease.
- (n) To refrain from and cause resident family members to refrain from:
  - 1. Engaging in any activity, including physical and verbal assaults, that threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, employees of an ownership association/entity, property management employees hired by an ownership association/entity, CHA contractors, CHA employees, agents of the CHA, or persons residing in the immediate vicinity of the premises. A criminal conviction is not needed to demonstrate serious violations of the Lease.
  - 2. Engaging in any criminal activity that threatens the life, health, or property of other residents, employees of an ownership association/entity, property management employees hired by an ownership association/entity, CHA contractors, CHA employees, agents of the CHA, or persons residing in the immediate vicinity of the premises.
  - 3. Engaging in any drug-related criminal activity on or off CHA premises. For purposes of the Lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery, or cultivation of a controlled substance.
  - 4. Unless required by lawful employment, displaying, using or possessing anywhere on CHA property or the River Village Pointe property any firearms, ammunition, or other weapons. It shall be a serious breach of the Lease for any resident or resident family members to display a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or otherwise discharge the weapon or to inflict any injury on another person or to damage any property through the intentional, reckless, careless, or negligent use of a weapon.
  - 5. Causing any fire on CHA premises or at the River Village Pointe property, either intentionally or through gross negligence, recklessness, or careless disregard.
- (o) To keep persons under the resident's control from engaging in any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other residents, employees of an ownership association/entity, property management employees hired by an ownership association/entity, CHA contractors, CHA employees, agents of the CHA, or persons residing in the immediate vicinity of the premises. To have persons under the resident's control refrain from any drug-related criminal activity on the premises.

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- (p) To refrain from allowing resident family members or guests to enter or reside on the premises who are under the Electronic Home Detention Program (Home Monitoring/House Arrest Program).
- (q) To ensure that resident family members between the ages of seven and 17 years of age living in the household attend school in accordance with the anti-truancy statutes of the State of Illinois.
- (r) To notify the CHA of any additions to the household by birth, adoption, or Court-awarded custody, and to refrain from permitting other persons to join the household without first obtaining written authorization and undergoing screening by the CHA, except as provided in Section 10(a).
- (s) To comply with the Neighborhood Service requirements/Economic Independence Policy as stated in Section 20 of this Lease Part 1.
- (t) To transfer to another unit when required under the Emergency and/or Administrative Transfer policy.

## Section 9.

### Restrictions on Alterations

- (a) The resident agrees not to make alterations, additions, or improvements without first obtaining written permission from the CHA. Alterations include, but are not limited to:
  1. Changing or removing any part of the appliances, fixtures, or equipment provided by the CHA in the unit;
  2. Painting or installing wallpaper or contact paper in the unit;
  3. Attaching awnings or window guards in the unit;
  4. Attaching or placing any fixtures, signs, or fences on the building(s), the common areas, or the project grounds;
  5. Attaching any shelves, screen doors, or other permanent improvements in the unit;
  6. Installing washing machines, dryers, fans, heaters, or air conditioners in the unit;
  7. Placing any aerials, antennas, or other electrical connections on the unit or building exterior;
  8. Installing burglar bars and/or gates on the premises; or
  9. Having a waterbed on the premises.
- (b) Alterations, additions, and improvements that cannot be removed without permanent damage to the dwelling unit shall be the property of the CHA without compensation.
- (c) The CHA agrees to provide reasonable accommodation to an otherwise eligible resident with disabilities, including making changes to rules, policies, or procedures, and making and paying for a reasonable accommodation to a unit or common areas. The CHA is not required to provide accommodations that constitute a fundamental alteration to the program or which would pose an undue financial and administrative burden.

## Section 10.

### Changes in the Household

- (a) Natural born, adopted, and court-awarded custody children (excluding foster care arrangements) will automatically be added to the Lease upon notification by the resident.
- (b) All other additions to the household, including but not limited to foster children, foster adults, and live-in aides, require the prior written approval of the CHA. For new family members age

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18 and over, including live-in aides, such approval will be granted only if the dwelling unit is of the appropriate size and the new family member meets the applicant screening criteria of the CHA.

- (c) Prior approval to add a live-in aide is required and shall not be unreasonably refused. A live-in aide is a person who resides with one or more elderly, near elderly residents, or a resident with a disability and who (a) is determined, by a qualified health care provider, to be essential to the care and well-being of the resident, (b) is not obligated for the support of the resident, (c) and who would not be living in the dwelling unit except to provide the required supportive services. A live-in aide may not move into a unit if it would create overcrowding as defined by CHA occupancy standards. However, a resident may request a transfer and/or a reasonable accommodation. Live-in aides have no rights as remaining family members upon the death, eviction, departure, or abandonment of the resident family.
- (d) The CHA shall approve or disapprove a resident's request to allow a person to be added to the lease and move into the dwelling unit within 30 business days of receipt of the completed request in the CHA Occupancy Department. This time period can be extended if there is a delay beyond the control of the CHA or the resident. If the CHA makes no decision within the time period, or any extensions, set forth in this subparagraph, then the resident's request shall be deemed approved.
- (e) Resident family members who move out of the dwelling unit, for any reason, shall be reported by the resident to the CHA in writing within ten days of the occurrence.
- (f) Reinstatement of a former family member to the household requires a written request and screening pursuant to Section 10(b) above.
- (g) Remaining family members: If the head of household dies, continued occupancy by remaining family members is permissible only if there are one or more family members on the Lease living in the household who can pass lease compliance screening and is age 18 years or over.
- (h) If the head of the household leaves unit (i.e. institutionalization, incarceration, forming a new household in unsubsidized housing and giving their RRC or Post 10/1/99 RRC rights to the remaining family members, etc.), the CHA may permit the remaining family members to continue to occupy the unit if there is one or more family who is 18 years or over, on the lease, living in the unit, and can pass lease compliance screening. Continued occupancy by family members is not allowed when the leaseholder's move from the unit was initiated under the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 or the CHA Relocation Rights Contract for Families with Initial Occupancy after 10/1/99.
- (i) Eviction proceedings can be commenced if:
  1. The remaining family members fail to inform the CHA within ten days of the death or departure of the former head of household;
  2. The remaining family members do not have a family member qualified to sign a new lease;
  3. The remaining family member fails to sign a new lease within 30 days of approval of their request; and/or
  4. The household has pending rent default or criminal violations.

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The new head of the household must meet the applicant screening criteria of the CHA.

- (j) A new head of household, under the above paragraph (f), will be charged for any arrearages incurred by the former head of household. The CHA reserves the right to establish a payment plan with the new head of household. Consideration will be given to whether an eviction for arrearages would result in the separation of the family.
- (k) If this Lease is an extension of occupancy by the resident's household under a prior Lease or Leases with the CHA, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.
- (l) When a head of household leaves a household with children or adults who cannot assume the role of head of household due to a disability, and there is no remaining family member to assume head of household, the CHA will offer a Housing Choice Voucher to the legal guardian, subject to program eligibility, that takes legal custody of the minor(s) under age 18 and those residents who cannot assume head of household due to a disability.

## Section 11. CHA Obligations

The CHA owns individual units at the private development known as River Village Pointe and is therefore, part of the ownership entity or association of River Village Pointe. This ownership entity or association, by operation of the Declaration of Condominium Ownership and By-Laws, is responsible for the overall maintenance of the property (other than individual dwelling units) and common areas/elements. The CHA, itself, does not maintain common areas or elements of the property.

The CHA is obligated:

- (a) To maintain the dwelling unit in a decent, safe, and sanitary condition.
- (b) To comply with the requirements of applicable city building codes, housing codes, and HUD regulations materially affecting health and safety.
- (c) To comply with applicable building rules and regulations set forth by the ownership association/entity for River Village Pointe. See Lease Rider # 3.
- (d) To comply with applicable provisions of the ownership/association entity's Declarations and By-Laws. See Lease Riders #4 & #5.
- (e) To make necessary repairs to the dwelling unit.
- (f) To work to keep buildings, facilities and common areas, not otherwise assigned to the resident for maintenance and upkeep, in a clean and safe condition. The CHA does not wholly own or control the premises/property, buildings, facilities or common areas. Such areas are controlled by the ownership/association entity for River Village Pointe.

To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the CHA and contained within the unit.

- (g) To work to provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a resident) for the deposit of garbage, rubbish, ashes, and other waste

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removed from the dwelling unit by the resident in accordance with Section 8 of this Lease. The CHA does not wholly own or control the garbage receptacles located on the premises/property, in buildings, in facilities or in common areas. Such areas are controlled by the ownership/association entity for River Village Pointe.

- (h) To supply running water, reasonable amounts of hot and cold water, and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the resident and supplied by a direct utility connection.
- (i) To notify the resident of the specific grounds for any proposed adverse action by the CHA or ownership/association entity, and when applicable, to give the resident an opportunity for a hearing under the CHA Resident's Grievance Procedure.
- (j) Reasonable Accommodations for Residents with Disabilities: Upon request for structural modification or policy accommodation by a resident with disabilities, or head of household on behalf of a family member with disabilities, the CHA will provide reasonable accommodations after determining that making the requested modification or accommodation would not result in a fundamental alteration in the nature of its program or an undue financial and administrative burden. CHA may, depending on the circumstances and within the limits set forth by the Ownership Association or Condominium Declaration, Rules and Regulations or By-Laws, provide either structural modifications or a non-structural solution, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. If providing such modification or accommodation would result in such fundamental program alteration or undue financial and administrative burden, the CHA will take other action that would accommodate the individual without resulting in a fundamental program alteration or undue financial and administrative burden.
- (k) Where applicable, to abide by the terms and conditions of the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 and the CHA Relocation Rights Contract for Families with Initial Occupancy after 10/1/99.
- (l) To provide adequate briefing and explanation of the Lease provisions either before move-in or at the time of move-in.

## Section 12. Entry of Premises during Tenancy

- (a) Upon applicable and/or reasonable notice, any duly authorized agent, employee, or contractor of the CHA will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:00 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for re-leasing.
- (b) When the resident calls to request maintenance on the dwelling unit, the CHA shall acknowledge receipt of the request within 24 hours and the resident will be provided a 48-hour window in which work orders will be completed. A request for maintenance constitutes permission for the CHA to enter the unit and perform the maintenance. If the resident is not at home when the CHA performs the requested maintenance, the CHA shall leave a copy of the completed work order in the unit.

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- (c) For reasons other than requested maintenance, the CHA shall give all residents a minimum 48 hours written notice that the CHA intends to enter the dwelling unit and state the reason for entry. Residents with disabilities will be provided notice in the alternative formats requested by the resident (i.e. Braille, large print, audiotape, etc.).
- (d) The CHA may enter the resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists that poses an immediate threat to the health, safety and/or welfare of residents and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
- (e) If the resident and all adult members of the household are absent from the dwelling unit at the time of entry, the CHA shall leave a written statement in the dwelling unit specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

## Section 13. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged so that conditions are created that are hazardous to the life, health, or safety of the occupants, the following terms will be applicable:

- (a) CHA Responsibilities and Services: The CHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the resident. If the damage was caused by the resident, resident family members, resident's pet(s), or guests, the reasonable cost of the repairs shall be charged to the resident. The reasonable period of time to abate and repair an emergency is defined to be 24 hours.
- (b) If necessary repairs cannot be made within a reasonable time, the CHA shall offer the resident decent, safe, and sanitary alternative accommodations.
- (c) If repairs cannot be made by the CHA within a reasonable amount of time, and decent, safe and sanitary, alternative accommodations containing no hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The abatement will remain in effect until the damage is corrected.
- (d) No abatement of rent shall occur if the resident rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by the resident, resident family members, resident's pet(s), or guests.
- (e) If the resident's dwelling unit is uninhabitable or is hazardous to life, health, and safety, and a decent and sanitary alternative accommodation containing no hazardous defects is offered and refused and the resident refuses to leave the unit until it is repaired, the resident's Lease may be terminated.
- (f) Resident Responsibilities: The resident shall immediately notify the property manager of the damage when the damage is hazardous to life, health, or safety of the occupants.
- (g) The resident agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
- (h) The CHA shall not be liable for any injuries or property damage sustained on any premises leased or assigned to the resident except for injuries or property damage resulting from

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intentional or negligent action or omissions on the part of the CHA or representatives or agents of the CHA.

- (i) All accidents involving injury or loss of property to the resident and/or resident family members, resident's pet(s), or guests must be reported, verbally or in writing, to the property management office within five business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the CHA with respect to said damages or injury.

## Section 14. Inspections

- (a) Move-in Inspections: The CHA and the resident or his/her representative shall inspect the dwelling unit prior to occupancy by the resident. The CHA shall give the resident a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the dwelling unit. The statement shall be signed by the CHA and the resident or his/her representative and a copy of the statement will be retained in the resident's folder. Any deficiencies noted on the inspection report will be corrected by the CHA at no charge to the resident prior to move-in or within ten business days after move-in, provided the defect does not render the unit uninhabitable. In the event the CHA fails to correct the deficiencies within ten business days of the move-in, the resident may exercise the remedy described in Section 13(c).
- (b) Annual Inspections: Annual inspections will be conducted for all residents. Residents will be notified at least 48 hours in advance of the annual inspection. The CHA shall inspect the condition of the dwelling unit, the equipment within, and any areas assigned to the resident for upkeep. The CHA will provide the resident with a written statement regarding dwelling unit conditions. Further, the CHA shall request work orders for all items found to be in disrepair.
- (c) The CHA will use the annual inspection to assess the resident's overall care of the dwelling unit and equipment and housekeeping habits or practices in accordance with this Lease. When housekeeping is a problem, the CHA will notify the resident in writing of the housekeeping problems and identify the measures and time period necessary to abate the unsatisfactory conditions.
- (d) Interim Inspections: The CHA will conduct interim inspections as a follow up to any housekeeping problems found during the annual inspections. Residents notified in writing of housekeeping problems will receive interim inspections to measure corrections to any identified unsatisfactory conditions and progress toward abatement of the problem.
- (e) Move-out Inspection: The CHA will inspect the dwelling unit at the time the resident vacates and give the resident a written statement of the charges, if any, for which the resident is responsible. In order to protect the resident's rights, the resident and/or representative may join in such inspection, unless the resident vacates without notice to the CHA.
- (f) All inspections will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.

## Section 15. Notice Procedures



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- (a) Resident Responsibility: Any notice to the CHA must be in writing or alternative method as a result of a request for a reasonable accommodation by a resident with disabilities. It must be delivered to the property management office or to the central office of the CHA personally, or sent prepaid first-class mail and properly addressed.
- (b) CHA Responsibility: All notices to residents must be in writing, except notices to residents with disabilities, which must be in the accessible format requested by the resident. Notices will also be available in Spanish or other languages as needed.
- (c) Notices for Lease Termination or non-renewal must be personally served upon the resident or any adult member of the household residing in the dwelling unit or sent by certified mail with a return receipt signed by the addressee. If no one is in actual possession of the premises, the notice of termination may be posted on the premises. An adult is a person age 18 years or over.
- (d) Notices, other than Notices for Lease Termination or non-renewal, may be delivered by hand to the resident or any adult member of the resident's household or sent by first-class mail.

## Section 16. Termination of the Lease

For termination of the Lease, the following procedures shall be followed by the CHA and the resident:

- (a) The resident may terminate this Lease at any time by giving 15 days written notice. Failure to give the said notice to management may result in additional rent being charged to the resident's account. The resident is responsible for the final month's rent until the vacate date. The security deposit may not be used by the resident for the rent or other charges.
- (b) This Lease may be terminated by the CHA only for serious or repeated violations of material terms of the Lease, including violations of the building or property rules and regulations attached as Rider # 3, such as failure to make payments due under the Lease, failure to make and maintain utility payments and the utility connection in the head of household or co-head's name, violation of the occupancy guidelines, and/or failure to fulfill resident obligations set forth above. A resident who receives four Notices of Lease Termination for late rent payments in one 12-month period will be subject to termination of the Lease.
- (c) The Lease will also be terminated if:
  1. The resident allows an individual to reside in the unit who has not satisfied the screening requirements established by the CHA or site-specific screening criteria for River Village Pointe;
  2. The resident falsifies documents regarding any resident family member's use of an illegal controlled substance or abuse of alcohol;
  3. The resident is fleeing to avoid prosecution, custody, or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he/she flees, or for violating a condition of probation or parole imposed under federal or state law;
  4. There is any criminal activity engaged in by the resident, any member of the household, a guest, or another person under the resident's control that threatens the health, safety, or right of peaceful enjoyment of the premises by other residents, employees of an ownership association/entity, property management employees hired by an ownership association/entity, CHA contractors, CHA employees, agents of CHA, or persons residing

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- in the immediate vicinity of the premises;
5. There is any drug-related criminal activity on or off the premises by the resident, any resident family member, or a guest;
  6. The resident fails to voluntarily decrease the household composition to meet the occupancy guidelines;
  7. The resident or any resident family member is convicted of a felony;
  8. The resident or any resident family member is convicted of manufacture or production of methamphetamines;
  9. The resident or any family member is subject to a lifetime or any registration requirement under a state sex offender registration program, including the ten-year Illinois State Sex Offender Registration Act; or
  10. The resident or any resident family member is involved in criminal and/or drug-related activity that is a threat to the health and safety as determined by the use of a criminal background report.
  11. The resident household is over the income limit of the housing program. A family will not be evicted if the family is receiving income disallowance.
  12. This Lease may be terminated or not renewed by CHA, if members of the resident household do not meet the continued occupancy criteria within the time frame and circumstances described in Lease Rider # 1.
  13. This Lease will be terminated or will not be renewed by CHA if members of the resident household are found to be ineligible for public housing under the guidelines set forth in the federal regulations and the CHA's Admissions and Continued Occupancy Policy.
  14. This Lease may be terminated by the CHA for failure to comply with the ownership entity or Condominium Association Rules and Regulations, Declarations or By-Laws. See Lease Riders #3, #4 and #5.
  15. Ability to Comply with Lease Terms
    - a. The CHA may terminate this Lease if, during the term of this Lease:
      1. The CHA proves a serious or repeated violation of the material terms of the Lease by the resident, by reason of the resident's verified physical or mental impairment;
      2. The resident does not make arrangements for someone to aid him/her in complying with the Lease; and
      3. The CHA cannot make any reasonable accommodation that would enable the resident to comply with the Lease.
    - b. The CHA will cooperate with the resident, designated member(s) of the resident's family, or a live-in aide to identify more suitable housing and to assist the resident's move from the dwelling unit.
    - c. If there are no family members who can or will take responsibility for moving the resident, the CHA will cooperate with appropriate agencies, including but not limited to, the Office of the Public Guardian or local protection and advocacy organizations, to secure suitable housing and will terminate the Lease.
  13. Abandonment
    - a. The resident shall be deemed to have abandoned the dwelling unit when (a) the resident has provided the CHA with actual notice indicating intent not to return to the dwelling unit, (b) the resident has been absent from the dwelling unit for 21 consecutive days, has removed all personal property from the dwelling unit and has failed to pay rent for that period, or (c) the resident has been absent from the dwelling unit for 32 consecutive days and has failed to pay rent for that period.

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- b. Seven (7) days after the resident has abandoned the dwelling unit, the CHA may secure the dwelling unit and the resident shall be deemed to have abandoned any personal property remaining in the dwelling unit. The CHA may remove any personal property from the dwelling unit and dispose it. Nothing in this section shall affect any other remedies provided to the CHA under this Lease.
14. Extended Absences
- a. Residents must advise the CHA if they will be absent from their unit for more than seven consecutive days. Residents shall notify the property manager, secure the unit, and provide a means for the CHA to contact the resident in an emergency.
  - b. The public housing dwelling unit will not be considered a sole residence when residents are absent from the unit more than 90 consecutive days without notification to the property manager. The resident will be subject to lease termination. Exceptions will be made for extenuating circumstances.
- (d) In deciding to evict for criminal activity, the CHA may consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, the CHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. The CHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling unit.
- The CHA will not be required to prove that the resident knew, or should have known, that the member of the household, guest, or another person under the resident's control was engaged in the prohibited activity. However, the resident may raise as a defense that the resident did not know, nor should have known, of said criminal activity. Such a defense must be proven by the resident by the preponderance of the evidence.
- (e) If the CHA seeks to terminate the lease for criminal activity shown by the criminal background checks under Lease Part 1 Section 5(A)(2), the CHA will supply the resident with a copy of the criminal record prior to any proceedings to terminate.
  - (f) This Lease may be terminated or will not be renewed by the CHA if non-exempt adult members of the resident family are not in compliance with the Neighborhood Service/Economic Independence Policy Program requirements described in Section 20.
  - (g) The CHA shall give written notice of proposed termination in English or Spanish or other language as needed or, in the case of a resident with a disability, in an accessible format. The amount of notice requirement is:
    - 1. Fourteen (14) days in the case of failure to pay rent;
    - 2. A reasonable time, considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other residents, CHA employees, agents of CHA, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related activity; or
    - 3. Thirty (30) days in any other case.
  - (h) Residents shall not be allowed to utilize the CHA Resident's Grievance Procedure for criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by

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other residents, CHA employees, agents of CHA, or persons residing in the immediate vicinity; any drug-related criminal activity on or off premises; or any activity resulting in a felony conviction.

- (i) When the CHA is required to offer the resident the opportunity for a grievance hearing and the resident has made a timely request for a grievance hearing, the tenancy shall not terminate, even if the Notice of Lease Termination has expired, until the grievance process has been completed and results have been forwarded to the resident.
- (j) The CHA may only evict the resident from the dwelling unit by bringing a legal action in a court of law.
- (k) In the event that the CHA files an eviction action against a resident, the resident will be liable for costs awarded by the Court, excluding the Attorney's fees for the CHA, unless the resident prevails in the action.

## **Section 17. Grievance Procedure and Requirements**

- (a) Disputes arising under this Lease shall be resolved pursuant to the CHA Resident's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference. Lease termination for any reason set forth in Lease Part I Section 16(c)(4 and 5) shall not be considered under the CHA Resident's Grievance Procedure.
- (b) In the case of a proposed adverse action including a proposed Lease termination, the CHA shall not take the proposed action until the time for the resident to request a grievance hearing has expired or, where applicable, the grievance process has expired.

## **Section 18. Lease Modifications, Riders, and Addendums**

Any modification of this Lease must be accomplished by a written rider or lease addendum to the Lease executed by the CHA and the resident. The only exception to this rule is for modifications of rent pursuant to Lease Part I Section 5.

## **Section 19. CHA Leaseholder Housing Choice and Relocation Rights Contract**

At the time this Lease becomes effective, all of the remaining and applicable provisions contained in the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 and the CHA Relocation Rights Contract for Families with Initial Occupancy after 10/1/99 (the Contract) will apply to families as provided in the General Purpose Section of said Contract. All of the rights and provisions of the said Contract are incorporated by reference herein and made part of this Lease, as if more fully set forth herein. In the event of Lease termination for purposes of any temporary moves under the Contract, the provisions and rights of the said Contract will survive the termination of the Lease and will continue in effect.

## **Section 20. Neighborhood Service Requirements/Economic Independence Policy Programs**

- (a) CHA's Neighborhood Service requirements and Economic Independence Policy Programs mandate that each adult household member not eligible for an exemption shall contribute thirty (30) hours per month of some combination of neighborhood service within their community, or economic self-sufficiency activity, both as defined in the Admissions and Continued Occupancy Policy.

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- (b) (b) If the resident does not comply with neighborhood service requirements or economic independence programs, the CHA will issue a Notice of Lease Violation. Resident's failure to become compliant with EIP is cause not to renew or extend the resident's Lease upon expiration of the Lease term and, where appropriate, to terminate the tenancy of the household.
- (c) Based on consideration of the resident's efforts to comply with this section, the CHA reserves the right to enter into a written agreement with the resident before the expiration of the Lease term to cure any non-compliance with neighborhood service or economic self-sufficiency programs.

## **Section 21. Condominium or Homeowners Declaration, Rules and Regulations, Declaration and By\_Laws**

The CHA, as owner of dwelling units at River Village Pointe, a private development, also must comply with the provisions of the ownership entity or Condominium Association building and/or property rules and regulations, Declarations and By-Laws. Residents renting units from and those residing in units owned by the CHA must also comply with these provisions, as set forth in Lease Riders #3, #4 and #5. If residents fail to comply with these lease riders, the CHA may terminate this Lease. Additionally, the ownership entity or Condominium Association may bring a separate legal action to terminate this Lease for violation of the declarations, rules, regulations or by-laws.

## **Section 22. Copies of Lease Provided to Condo Association**

Pursuant to ownership or Condominium Association Declarations and/or Rules and Regulations, the CHA may be required to provide a copy of this Lease to the ownership entity or Condominium Association. The CHA will redact the Lease and remove all personal information except for the names of all authorized members of the household. The Lease and names are provided to the Associations for administrative and security purposes.

**\*\*SIGNATURES REQUIRED ON LEASE PART 2.\*\***

Client Number \_\_\_\_\_

**Lease Part 2**

1. THIS AGREEMENT is executed between the Chicago Housing Authority (hereinafter called "CHA"), and \_\_\_\_\_ (therein called "Resident").

Date of Lease	Term of Lease		Annual Review Date	Monthly Rent	Security Deposit
	Beginning	End			

2. Unit: The CHA, relying upon the representations of the resident as to the resident's eligibility, income, deductions from income, preferences, household and housing needs, leases to the resident a unit in accordance with the Lease Part I: Terms and Conditions.

Resident (Head of Household): \_\_\_\_\_

Co-head (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_ Apartment No.: \_\_\_\_\_

Development: \_\_\_\_\_ Management Office: \_\_\_\_\_

3. Authorized Family Members: The resident's household is composed of the authorized household members listed below.

Name	D.O.B – mm/dd/yy	Relationship to Head	Social Security Number
		Head	
		Foster Child	
		Foster Child	
		Live-in Aide	

4. Initial rent: Is prorated for a partial month and shall be \$ \_\_\_\_\_.
5. If applicable, the resident shall receive the benefit of \$ \_\_\_\_\_ from the CHA for a partial month's Utility Reimbursement for the period beginning \_\_\_\_\_ and ending at midnight on \_\_\_\_\_. Utility reimbursements shall be paid by the CHA to the applicable utility provider on the resident's behalf.
6. Monthly Rent: After the initial rent established in (4) above, rent in the amount of \$ \_\_\_\_\_ per month, shall be payable in advance on the first day of each month.

This rent is an:     Income-based rent     Flat rent

7. Rent Payments: Rent payments must be mailed or delivered to a designation determined by the Property Manager listed below.

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8. Renewal: Unless terminated as stated in the Lease Part I: Terms and Conditions, This Lease shall be automatically renewed for the successive terms of one year. The monthly rent stated above will remain in effect unless adjusted in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by written notice to the resident or by executing a new Lease.

9. Security Deposit: Resident agrees to pay \$ \_\_\_\_\_ as a security deposit in accordance with the Lease Part I: Terms and Conditions.

10. Utilities and Appliances:

a) The following utilities are furnished by the CHA, as checked below:

Heat  Hot Water  Cold Water  Electricity  Gas

b) The following utilities are paid for by the Resident, as checked below:

Heat  Hot Water  Cold Water  Electricity  Gas

c) The following appliances are supplied by the Resident, as checked below:

Stove  Refrigerator  Other  Describe: \_\_\_\_\_

11. Utilities Allowances for Resident-Paid Utilities:

If the resident pays for utilities or appliances, as indicated by an (X) above, the CHA shall provide the resident with a utility allowance in the amount of \$ \_\_\_\_\_ per month, for which the resident has the responsibility to maintain utilities in the unit and to make payments directly to the utility provider. The allowance shall be sufficient to pay for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. Utility allowances are not applicable to flat rent.

If the resident's actual utility bill is less than the utility allowance, the resident will receive the savings in the form of a credit on the utility provider's billing statement. By their signature below, the resident agrees to sign a third-party notification agreement with the utility provider so that the CHA will be notified if the resident fails to pay the utilities.

12. Other resident responsibilities: Subject to reasonable accommodations, this Lease requires the resident to assume the responsibilities listed below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Accessible Features: Resident has requested to the CHA and the CHA has verified the need for the following accessible features indicated below.

\_\_\_\_ A separate bedroom                      \_\_\_\_\_ Unit for hearing-impaired  
\_\_\_\_ A barrier-free apartment              \_\_\_\_\_ 1<sup>st</sup> floor unit  
\_\_\_\_ One-level unit                              \_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_ Unit for vision-impaired

14. Alternate form of communication or accessible format for written notices: Resident has requested and the CHA has verified the need for the following alternate form of communication or accessible format listed below.

\_\_\_\_\_

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**EXECUTION AND CERTIFICATION**

By signature below, the resident agrees to the Terms and Conditions of this Lease. By signature below, the resident also acknowledges that the Terms and Conditions of this Lease Agreement have been received and thoroughly explained to me.

The Resident hereby certifies that he/she has not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the CHA before execution of the Lease or before CHA approval for occupancy of the unit by the resident. The Resident further certifies that all information or documentation submitted to the CHA before and during the Lease term are true and complete to the best of my knowledge and belief. If fraudulent information is provided, the resident understands that the Lease may be terminated or the rent retroactively increased.

Resident (Authorized Head of Household): \_\_\_\_\_ Date: \_\_\_\_\_

Co-head of Household (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Property Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENTS TO THE LEASE**

If indicated by an (X) below, the CHA has provided the Resident with the following attachments and information:

- \_\_\_\_\_ Lease Part I: Terms and Conditions
- \_\_\_\_\_ Lease Rider #1 Lease Rider #1 – Continued Occupancy Criteria
- \_\_\_\_\_ Lease Rider #2 -Tenant Selection Plan
- \_\_\_\_\_ Lease Rider #3 – River Village Pointe Ownership Entity or Association Rules and Regulations
- \_\_\_\_\_ Lease Rider #4 – River Village Pointe Ownership Entity or Association Declaration
- \_\_\_\_\_ Lease Rider #5 – River Village Pointe Ownership Entity or Association By-Laws
- \_\_\_\_\_ Admissions and Continued Occupancy Policy
- \_\_\_\_\_ Pet Policy and Procedure on Pet Ownership
- \_\_\_\_\_ CHA Resident’s Grievance Procedure
- \_\_\_\_\_ Illinois law on Truancy Policy
- \_\_\_\_\_ Information on Lead Poisoning
- \_\_\_\_\_ Fair Housing 504 Information Sheet
- \_\_\_\_\_ Resident Request for Reasonable Accommodation/Structural Modification Guide
- \_\_\_\_\_ City of Chicago Residential Landlord/Tenant Ordinance Summary
- \_\_\_\_\_ House Rules, if applicable
- \_\_\_\_\_ Third-Party Utility Form
- \_\_\_\_\_ CHA Leaseholder Housing Choice and Relocation Rights Contract- 10/1/99

\_\_\_\_\_ CHA Leaseholder Housing Choice and Relocation Rights Contract- Post 10/1/99

Items listed above are subject to updating by the CHA.

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STATEMENT ON RECEIPT OF INFORMATION ON LEAD POISONING

The Resident certifies that a copy of the above listed information regarding lead poisoning has been provided as part of the move-in packet. The information has been thoroughly explained and the Resident understands the possibility that lead-based paint may exist in the unit.

Resident:

Date:

Co-head of Household (if applicable):

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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### Lease Part 3: Definitions

**Resident:** Shall be the head of household and co-head, if applicable, who signs the Lease. Under the CHA Leaseholder Housing Choice and Relocation Rights Contract 10/1/99 and the CHA Relocation Rights Contract for Families with Initial Occupancy after 10/1/99 the term "resident" is referred to as "Leaseholder."

**Family Member(s):** Means any authorized persons whose names are included or added to the resident's application and the Lease and who are members of the resident's "family", as defined in the Admission and Continued Occupancy Policy (ACOP) of the CHA. Family members have the right as a remaining family member, if they pass screening and are age 18 or over, to remain in the unit after the head of household leaves the unit.

**Household Member(s):** Means any authorized persons who are not members of the resident's family but who are members of the resident's household and whose names are included or added to the resident's application and the Lease. Household members are usually foster children, foster adults, and live-in aides and have no rights as remaining family members.

**Resident Family Members:** Combination of both family members and household members are authorized occupants and are usually referred to as "resident family members".

**Remaining Family Members:** Family members listed on the lease that remain in the unit when the head of household dies or leaves the unit without a housing subsidy. Continued occupancy by remaining family members is permissible only if there is one or more family members on the Lease living in the household who can pass applicant screening and is age 18 years or over. Household members do not have rights as remaining family members.

**Dwelling Unit:** Shall be the unit occupied by the resident and/or resident's family.

**Premises or Property:** Shall be all of the property owned or operated by the CHA directly or indirectly including, but not limited to, stairways, landings, elevators, and solariums.

**Total Tenant Payment:** Total Tenant Payment is the higher of 30% of adjusted monthly income or 10% of monthly income but, the rent is never less than the minimum rent of \$50.

**Total Rent:** Tenant Rent shall be computed by subtracting the utility allowance for resident-supplied utilities (if applicable) from the Total Tenant Payment; or, in developments where the CHA pays all utility bills directly to the utility provider, Tenant Rent equals Total Tenant Payment.

**Sole Residence:** The home or dwelling unit where a resident is not absent from for more than 90 consecutive days in a lease term without prior notification to the property manager.